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20071027283

Pages:
0014



Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

Fees:	\$45.00
Taxes:	\$0.00
Other:	\$42.00
Paid:	\$87.00

04/27/07 AT 02:31PM

0000606154

200704270660014

Counter

TITLE(S) : _____



LEAD SHEET

FEE

D.T.T.

CODE
20

CODE
19

CODE
9 _____

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

RECORDING REQUESTED BY:

Mary Gonzales
36922 Atka Court
Palmdale, CA-93552

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
1011 N. Grandview Avenue
Glendale, California 91201
Attention: Sayareh Amir, Chief
Southern California Cleanup Operations

04/27/07



20071027283

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Re: Cudahy Residential Property, 5256 and 5260 Elizabeth Street, Cudahy, CA 90201
Assessor's Parcel Numbers: 6224-001-014 and 6224-001-015

This Covenant and Agreement ("Covenant") is made by and between, Mary Gonzales (the "Covenantor"), the current owner of property situated in the City of Cudahy, County of Los Angeles, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department, collectively referred to as the "Parties", hereby agree that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property consists of two parcels totaling approximately 1 acre, and is depicted in Exhibit "B", attached hereto and incorporated herein by this reference. The Property is located in a high density residential area adjacent to the Park Avenue Elementary School property. It is bound to the east and south by the school property, to the west by an apartment building and to the north by Elizabeth Street. The Property is also known by the street addresses of 5256 and 5260 Elizabeth Street, Cudahy California 90201. The Property is also generally identified by County of Los Angeles Assessor Parcel Numbers 6224-001-014 and 6224-001-015.

1.02. The Property was remediated pursuant to a Removal Action Workplan (RAW) prepared under Chapter 6.8 of division 20 of the Health and Safety Code for the Cudahy City Park and implemented for the Property under the oversight of the Department. The contamination at the Property was similar to the contamination identified at the Cudahy City Park. The RAW provided that land use restrictions be required as part of the site remediation because metals like lead, arsenic, zinc and semi-volatile organic compound (SOVCs) are hazardous substances as defined in Health and Safety Code section 25316, and hazardous materials, as defined in Health and Safety Code section 25260, remained in the soil at the Property. The Department circulated the draft RAW, together with a negative declaration pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq., for public review and comment. On January 27, 2004, DTSC approved the Final RAW and negative declaration. In accordance with the approved documents, the Property was excavated to the approximate depth of 8 to 10 feet below ground surface, graded, and then backfilled with clean soil. The front side yards around the structures were excavated to a depth of 2 feet below ground surface and backfilled with clean soil during an earlier removal action. No excavation of soil was conducted on portions of the Property where there were existing structures, driveways, or other asphalted or concreted areas or beneath the fencelines.

1.03. As described in the Removal Action Completion Report, the Property's sidewalk soils contain hazardous substances as defined in Health and Safety Code section 25316, including lead, arsenic and zinc above levels suitable for unrestricted use. The Department determined that the Property, as remediated and subject to the Environmental Restrictions set forth in this Covenant, does not present an unacceptable threat to human safety or the environment.

ARTICLE II DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.03. Improvements. "Improvements" includes, but are not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utility installations.

2.04. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.05. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.06. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

ARTICLE III GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth Environmental Restrictions, that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25355.5 and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee written notice of the existence of this Covenant and its Environmental Restrictions, and shall provide any buyer with a copy the example Annual Inspection Report attached to this Covenant.

3.04. Incorporation into Deeds and Leases. This Covenant and its Environmental Restrictions shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.05. Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on

page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.06. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, notwithstanding Civil Code section 1466, the Covenantor and all future owners shall be jointly and severally liable to the Department for its costs in administering the Covenant, unless such performance is excused by written agreement with the Department.

ARTICLE IV RESTRICTIONS

4.01. Soil and Cover Management and Prohibited Activities.

- (a) No activities (e.g., planting, utility line installation, excavation, grading, removal, trenching and filling) that disturb soil shall be allowed below a depth of 18 inches below ground surface in the exposed lawn or soil areas in front of or along the sides of the two structures without the prior written approval of a soil management plan by the Department.
- (b) No activities (e.g., planting, utility line installation, excavation, grading, removal, trenching and filling) that could disturb soils under improvements on the property serving as cover material shall be allowed without the prior written approval of a soil management plan by the Department. Improvements serving as cover material include the structures (including open areas under structures), driveways, fences, and other areas covered by either asphalt or concrete.
- (c) Owner shall maintain the cover material identified in subsection

(b) above as necessary to ensure that no deterioration occurs that could create an exposure pathway to the contaminants that may exist beneath the cover material.

(d) The Owner shall provide the Department written notice at least fourteen (14) days prior to any activity prohibited by this Covenant being conducted on the Property.

4.04. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

ARTICLE V ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue administrative, civil or criminal actions.

ARTICLE VI VARIANCE, TERMINATION, AND TERM

6.01. Variance. Owner, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

6.02. Termination. Owner, or any other aggrieved person, may apply to the Department for a termination or modification of one or more terms of this Covenant as they

apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.03. Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Los Angeles within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

Mary Gonzales
36922 Atka Court
Palmdale, CA-93552

To Department:

Southern California Cleanup Operations -
Branch Chief
Department of Toxic Substances Control
1011 N. Grandview Avenue
Glendale, California 91201

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06. Statutory References. All statutory references include successor provisions.

7.07. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant, and shall submit an annual inspection report to the Department for its approval by January 15th of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual inspection report (e.g., drive by, fly over, walk in, etc.). If violations are noted, the annual inspection report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within 10 days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of the Covenant, and demand that the violation cease immediately. Additionally, copies of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 days of its original transmission.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Mary Gonzales

By: Mary Gonzales

Title:

Date:

4/16/07

Department of Toxic Substances Control

By: Sayareh Amir

Title: Sayareh Amir

Chief, Southern California Cleanup Operations Branch – Glendale
Office

Date:

4/18/07

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

On this 16th day of April, in the year 2007,

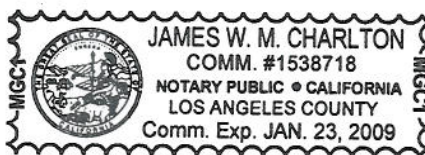
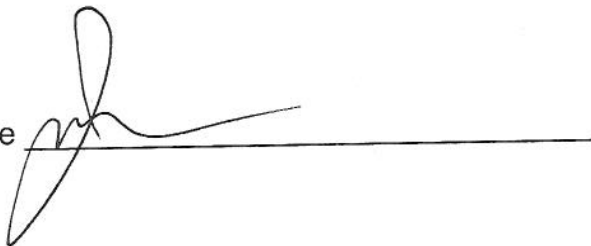
before me JAMES W. M. CHARLTON, personally appeared

MARY GONZALES

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is /are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

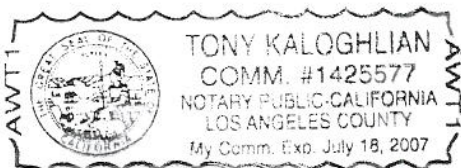
Signature



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of Los Angeles
 On April 18th 2007 before me, TONY KALOGLHIAN,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared SAYAREH AMIR,
Name(s) of Signer(s)

☒ personally known to me – OR – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Tony Kaloghlian
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Environmental Restriction

Document Date: April 18th 2007 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: SAYAREH AMIR

- ☒ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here

Exhibit A

Legal Description (Unit 5256 Elizabeth Street)

Tract Number: 180 W 52.5 ft of Lot 421

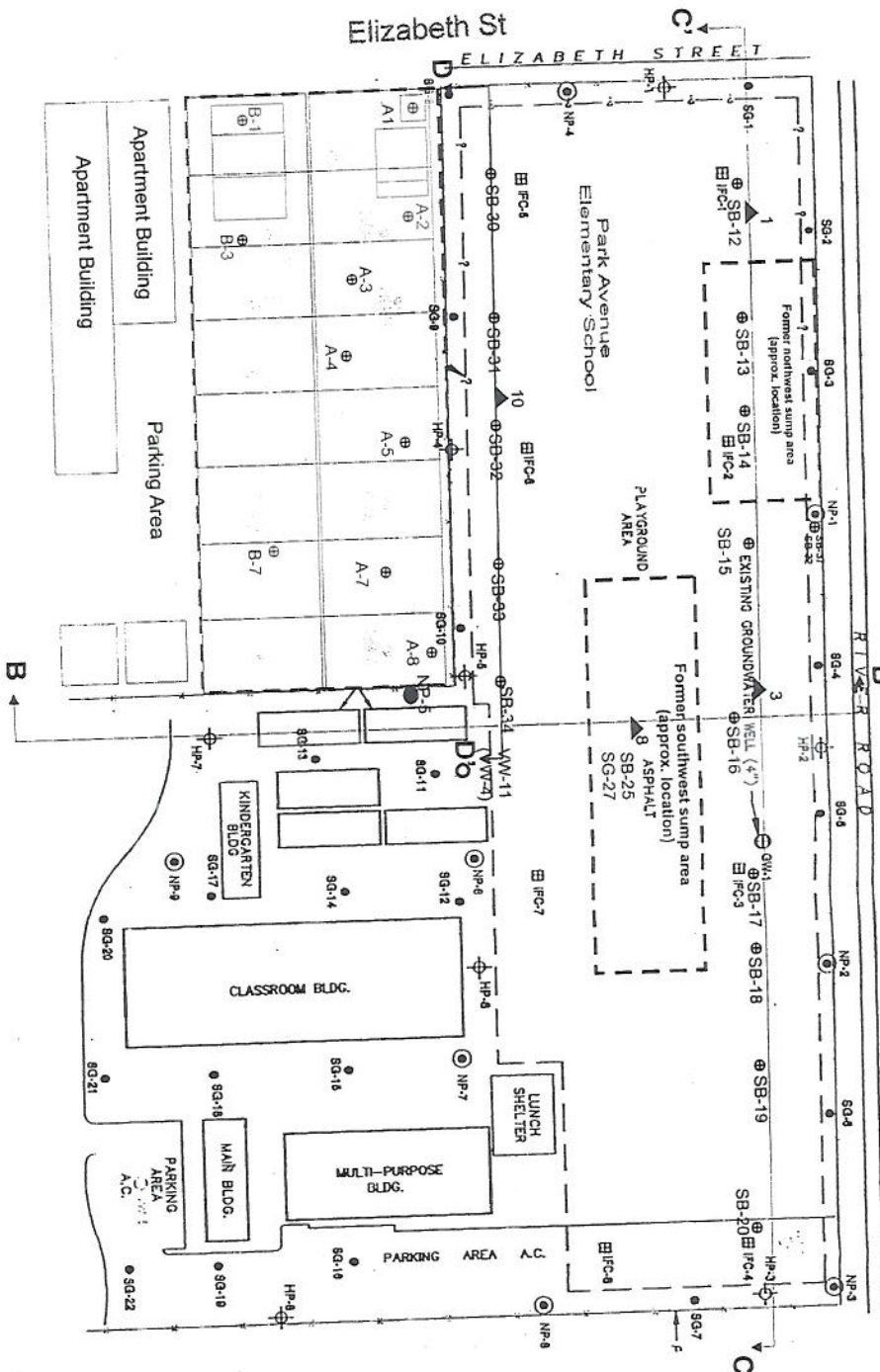
Legal Description (Unit 5260 Elizabeth Street)

Tract Number: 180 E 52.5 ft of Lot 421

Hydrologue Proposed Soil Borings

Previous DTSC Soil Borings

Site Location



Scale

0 70 feet

DTSC

LOCATION	5256 & 5260 Elizabeth Street Cudahy, CA 90201
TITLE	Proposed Soil Boring Locations
FIGURE NUMBER	

PROJECT	2849-00	PEACountry-DTSC&A
hydrologue, Inc.		
Consulting Engineers & Geologists		

Source: IT Corporation for LAUSD
for Park Ave ES-Cudahy, CA